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Attorneys for Plaintiff, Days Inns Worldwide, Inc., f/k/a Days Inns of America, Inc.

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

DAYS INNS WORLDWIDE, INC., formerly known as DAYS INNS OF AMERICA, INC., a Delaware Corporation,

Plaintiff,

v.

OZARK MOTELS PROPERTIES, INC., a Tennessee corporation; and GOPAL GOVAN, an individual,

Defendants.

Civil Action No. 14-cv-5048 (CCC)(JBC)

**PERMANENT INJUNCTION AND
FINAL JUDGMENT BY DEFAULT**

This matter having been opened to the Court by plaintiff, Days Inns Worldwide, Inc., formerly known as Days Inns of America, Inc. ("DIW"), by its attorneys, LeClairRyan, seeking the entry of permanent injunction and final judgment by default against defendants, Ozark Motel Properties, Inc., and Gopal "Sam" Govan (collectively, "Defendants"), pursuant to Fed. R. Civ. P. 55(b)(2); and it appearing that the Verified Complaint in this matter was filed on August 12, 2014, seeking damages as a result of the breach of a license agreement between DIW and Defendants, and service of a copy of the Verified Complaint having been effectuated with respect to Defendants by personal service on August 27, 2014, in Memphis, Tennessee; and Defendants having failed to Answer or otherwise respond to the Verified Complaint; and it appearing that default was duly noted by the Clerk of the Court against Defendants on November 20, 2014 for

their failure to plead or otherwise defend in this action; and the Court having reviewed the papers; and good cause having been shown:

IT IS on this 23 day of February, 2015,

ORDERED, ADJUDGED AND DECREED that DIW have judgment against Defendants, jointly and severally, in the total amount of \$434,093.29 comprised of the following:

- (a) \$157,769.41 for Recurring Fees (principal plus prejudgment interest);
- (b) \$106,826.00 for liquidated damages (principal plus prejudgment interest);
- (c) \$164,525.46 for Lanham Act damages; and
- (d) \$4,972.42 for attorneys' fees and costs; and it is further

ORDERED, ADJUDGED AND DECREED that and it appearing that default was duly noted by the Clerk of the Court against Defendants on November 20, 2014 for their failure to plead or otherwise defend in this action; and the Court having reviewed the papers; and good cause having been shown; Defendants and their employees, agents, affiliates, independent contractors, and all those who act in concert or participation with them, are hereby permanently enjoined and restrained from marketing, promoting, or renting guest lodging services at 105 Airport Road, Ozark, Arkansas 72949, Site No. 11578-91725-02, such that the origin of Defendants' goods or services are falsely designated as being those of DIW, or designated in a manner that is confusingly similar to those of DIW, or that causes third parties to infer that a business relationship exists with DIW, or that causes third parties to infer that Defendants are authorized to use the Days Inn® Marks; and it is further

ORDERED, ADJUDGED AND DECREED that the injunction described above encompasses, but is not limited to, the use of any and all print or telecommunications, advertisements, drafts, labels, signs, flyers, stationery, envelopes, applications, booklets,

brochures, catalogues, circulars, pamphlets, periodicals, bulletins, instructions, minutes, other communications, purchase orders, contracts, agreements, options to purchase, deeds, memoranda of agreements, assignments, franchises, books of account, orders, accounts, working papers, plans, internet sites, domain names, and e-mail addresses that employ or relate in any manner to the Days Inn® Marks, or to names and marks confusingly similar to the Days Inn® Marks.



HONORABLE CLAIRE C. CECCHI, U.S.D.J.